

REMARKS

Telephone Conference

First of all I would like to thank Examiner Fisher for taking the time to discuss this case with me by phone on 20 October 2005

Pending Claims

Assuming entry of this amendment, claims 1-6 and 9-12 are still pending.

Claims – General Comments and Voluntary Amendments

Many of the claim amendments are in response to the rejections the Examiner raised in the latest Office action, especially in light of the clarifications Examiner Fisher gave me during our phone conversation. Some other amendments are "voluntary," that is, not prompted by any particular rejection, simply to advance the prosecution of this application to allowance, to provide correct claim dependency as a result of other amendments, etc.

Claim 1 now includes the limitations of previous claim 9, with one exception: It does not recite that the extracted report data is "automatically stor[ed] in a predetermined common format in the memory for subsequent processing," which remains in claim 9.

After the amendment of claim 1, much of claim 12 became redundant. Claim 12 has therefore been converted into dependent form.

Claim 1 refers to extracted *report* data, but several of the claims referred either to extracted "values" or just to "extracted data." The claims have been amended so that the term "extracted report data" is used consistently throughout the claims.

Lines 16 and 17 of claim 1 have been deleted because they have become redundant in view of the amendments in lines 29-37.

Claims 13 and 14 have become redundant in view of claims 5 and 6 and the change of dependency of claim 12.

Claim Rejections - 35 USC § 112

The Examiner rejected all the pending claims for indefiniteness, writing: "In claim 1, it is unclear what are 'party-specific portion (sic) of the extracted report data' as recited in claim 20." The applicants do not understand the reference to what is "recited in claim 20" since there has never been a claim 20, and will therefore assume this was a typing mistake.

Claim 1 has been amended to relate the extracted report portions to the rules set up for each party. As stated in paragraph [0014]: "Via a publicly accessible transmission network, the center allows access by the third party to at least a selected portion of the extracted report data according to that third party's corresponding party-specific rules." The new claim language "portions of the extracted report data defined according to the respective party-specific rules" is taken from this paragraph; the use of rules for different parties, such as for different formatting (e.g. paragraph [0044]) for extracted data, etc., is mentioned in many other places as well.

Claim Rejections - 35 USC § 103

The Examiner maintained the previous rejection of the claims under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 6,347,306 ("Swart"), and added an alternative rejection under the same section in view of U.S. Patent No. 6,401,079 ("Kahn"). The applicants point out specific differences between their invention and Kahn's system below – most of which apply equally to Swart – but first wish to address the issue of lexicography since, in resolving this issue, the applicants believe they simultaneously overcome the assertion of obviousness in view of the cited prior art. Again, I wish to thank Examiner Fisher for his explanations.

The main terms that seem to have been at issue are "client," "automatically," and, to a lesser extent, "report."

The definition of "client" that the Examiner picked is "a computer that accesses shared network resources provided by another computer (called a server)." In the response to the previous Office action, the applicants cited several paragraphs of the specification that made clear just how they intended the word "client" to be interpreted. For example, paragraph [0019] states: "The invention is particularly advantageous in a

contractor-agency-client relationship, whereby the fourth party is a client of the agency, the sender is a person referred by the agency to the client and performs work tasks for the client" In our phone conversation, the Examiner explained just why he persisted in using this definition and clarified his extensively notated citations involving lexicography.

To eliminate the confusion, claim 1 now refers to the client and agency as being "contractually related entities" that are separate from but related to respective client and agency computer systems. This agrees with Figure 3, and the related text, in which the agency 500 and client 600 are shown as being in control of but not identical to their respective computer systems 501 and 601. This change should make it clear that "client" is not a computer system dealing with a server, but rather a human-controlled entity that has its own computer system. This change also supports the applicants' definition of "automatically" (see below). Along the same lines, the previous term "central system" has been replaced throughout with "central *computer* system" so as to rule out an interpretation that a "central system" might be a collection of people working in a data entry pool.

Concerning "automatic," among many possible common definitions, the Examiner picked the definition "largely or wholly involuntary." Perhaps based on this, relating to the invention's claimed feature, he then wrote that the prior art teaches "interactive and iterative review, modification or annotation, inclusive, of the report data by the agency and client" (claim 1) in that:

"Clearly in this case the third party has control of the software (the software is owned by the third party). Thus the third party clearly has the ability to access, review, modify, or annotate the various reports. E.g. suppose the client stated that the third party's software contained an error because the software overpaid the sender a particular amount. The third party would then debug the program and in turn access, review, modify, and annotate the various reports to make them correct."

In other words, the Examiner wrote that having a software service provider debug and reprogram software is the same thing as allowing outside parties to review, change, and annotate the information they see when they access the central system using their own computers. Note that this hypothetical example would also contradict the

Examiner's own definition of "automatic," since the debugging would not be "largely or wholly involuntary" – the debugging would be done because everyone involved *wanted* it done.

The Examiner's hypothetical debugging example has the entity that controls the computer where the reports are stored going in and "fixing" them, or at least the program that generated them. This is not the same as what the applicants claim, where parties *external* to the central computer system (in particular the agency and the client) can contact the central computer system and review and update their "own" report data.

During our telephone call, Examiner Fisher pointed out the potential ambiguity in the term "allow" as in "allowing access." This, together with the desire to clarify the notion of "automatic" used in the claims, has prompted the following changes to claim1:

- Already in the second and third lines, "automatically" is defined to mean "in the central computer system" and "independent of any required human intervention." Support for this definition is found in paragraph [0044], which states, in part: "all processing is carried out automatically -- with no need for manual data reentry or other human intervention -- even to the point of transferring the data via the Internet for subsequent processing."
- Instead of the more passive "allowing" access, claim 1 has been recast in positive terms to recite what happens in the central system, namely, that it receives requests for access to parts of the extracted report data, and then completes them automatically (again, "independent of any required human intervention") according to the respective party-specific rules:
via a publicly accessible transmission network, receiving access requests from the agency and the client sent through their respective computer systems for portions of the extracted report data defined according to the respective party-specific rules, and responding to the access requests by returning the requested report data to the agency and client, respectively, including automatically, that is, independent of any required human intervention, completing any requests for interactive and iterative review, modification or annotation, inclusive, of the

report data by the agency and client according to each party's respective party-specific rules

Concerning the word "report," the Examiner has applied a definition ("a usually detailed account or statement") that applicants have no quarrel with, although it also raises the question of how "detailed" something has to be. Nonetheless, claim 1 now incorporates features of claim 9 that limit the definition of a report, and that further differentiate the applicants' invention as claimed from both *Swart* and *Kahn*, as well as from other generally known prior art. Now, claim 1 recites that a report is "an electronic representation of an image of a physical form that embodies" the form, that is received automatically in the central computer system "over a transmission channel." The report data is then automatically extracted from this electronic representation. The specification mentions many different types of forms that can be so converted into an electronic representation and Figure 2 shows one example in detail. This feature alone distinguishes the applicants' invention as claimed from the prior art.

As for *Swart*, as the applicants (and Dr. Weissman) have explained before, it involves *linear* information flow, with no notion of iterative or interactive review, modification or annotation. The distinction should now be clear in claim 1 given the definitions of key terms (see above) now included in the claim. This disadvantage of information flow linearity is also found in *Kahn*. The following table lists still other advantages of the invention, and the claims in which these advantages are recited:

<u>Claim</u>	<u>Invention</u>	<u>Kahn</u>
1	interactive and iterative information processing	linear
1	report is an electronic representation of a physical form	no
1	automatically extracts report data	no
6	stores/retrieves an image of the report	no
13	upon receipt of the rejection indication, directs the sender to resubmit a corrected report	no

CONCLUSION

The applicants' invention as claimed has a configuration that *Swart* explicitly teaches away from, that is not found in *Kahn* either, and that provides advantages that *Swart's* and *Kahn's* systems do not. The distinguishing features that make this possible are included in all the independent claim 1 in language that now should leave no doubt about their definition, and are accordingly inherited by the remaining, dependent claims. Consequently, the applicants respectfully submit that the amended claims should be allowable over the cited art of record.

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Respectfully submitted,



34825 Sultan-Startup Rd.
Sultan, WA 98294
Phone & fax: (360) 793-6687

Jeffrey Pearce
Reg. No. 34,729
Attorney for the Applicant